

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Bruce Taylor/954-327-3741

PREPARED BY: Heidi Cavicchia

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH GOVERNOR CONSTRUCTION, INC. FOR THE REHABILITATION OF TOWN OF DAVIE LIFT STATION #11. (\$223,460.75)

REPORT IN BRIEF: The Town is in need of rehabilitation of Lift Station #11 located at 3500 NW 76 Avenue and the Town Council approved the award of the bid to Governor Construction, Inc. at the Council meeting on 8/6/08 (R2008-154). We are now asking the Mayor to sign the Agreement with Governor Construction, Inc. for the rehabilitation of Lift Station #11.

PREVIOUS ACTIONS: R-2008-154

CONCURRENCES: Sent to Town Attorney for review

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$223,460.75

Account Name: Capital Outlay

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution, Resolution 2008-154, Agreement signed by Governor Construction, Inc.

RESOLUTION NO. R-2008-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH GOVERNOR CONSTRUCTION, INC. FOR THE REHABILITATION OF LIFT STATION #11.

WHEREAS, the Town is in need of rehabilitation of Lift Station #11 located at 3500 NW 76 Avenue; and

WHEREAS, the Town Council approved the award of the bid for the rehabilitation of Lift Station #11 (Resolution 2008-154).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby authorizes the Mayor to sign the Agreement with Governor Construction, Inc. for the rehabilitation of Lift Station #11.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008.

RESOLUTION NO. R-2008-154

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID
SUBMITTED BY GOVERNOR CONSTRUCTION, INC. FOR THE
REHABILITATION OF TOWN OF DAVIE LIFT STATION #11

WHEREAS, the Town is in need of rehabilitation of Lift Station #11 located at 3500 NW 76
Avenue; and

WHEREAS, the Town solicited sealed bids for such services; and

WHEREAS, after review, the Town Council wishes to accept the bid from Governor
Construction, Inc. as the lowest responsive bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE,
FLORIDA.

SECTION 1. The Town Council hereby accepts the bid from Governor Construction, Inc. for
the rehabilitation of Lift Station #11 in the amount of \$223,460.75.

SECTION 2. The Town Council hereby authorizes the expenditure from the Utilities
Department Capital Outlay account.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 6th DAY OF August, 2008.


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 6th DAY OF August, 2008.

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of Sept, 2008, by and between the Town of Davie, Florida, hereinafter called the Owner, and GOVERNOR CONSTRUCTION, INC, hereinafter called the Contractor.

WITNESSETH:

1. That the Contractor, for the consideration hereafter fully set out, hereby agree with the Owner as follows:

That the Contractor shall furnish all the materials, equipment and labor to perform all the work necessary to complete the Rehabilitation of Lift Station # 11 for the Town of Davie, Florida, all in full and complete accordance with the following Specifications and Contract Documents, which are attached hereto and made a part thereof, as if fully contained herein; Advertisement for Bids; Instructions to Bidders; General Conditions, Supplementary Conditions, Addenda, Construction Drawings and Specifications; the Proposal and acceptance thereof.

2. That the Contractor shall commence the work performed under this Agreement on the date specified in the Notice to Proceed order from the Owner and shall fully complete all work within 120 days calendar days from said date.
3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of Two hundred twenty three thousand four hundred sixty and 75/100 Dollars (\$223,460.75) based on the estimate quantities and unit or lump sum prices contained herein.
4. That the Owner, within thirty (30) days from the day an Engineer's approved Application for Payment is presented to he/she, pay the Contractor the amount approved by the Engineer.
5. Partial payment shall be made on the basis of work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has performed strictly within accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

Rehabilitation of Lift Station #11

Document 00500

Page 1 of 3

7. It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of one hundred dollars (\$100.00) per calendar day for each day thereafter, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by the failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.
8. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such Bond to be unsatisfactory or if, for any reason, such Bond ceases to be adequate to cover the performance of the work, the Contractor shall replace the Surety at its expense, within five (5) days after the receipt of notice from such form and amount and with such Surety or Sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.
9. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner in writing.
10. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Engineer. The venue for any legal action shall be in Broward County, Florida.
11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, or from requirements of all specifications. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
12. The Contractor shall perform all work required by the Contract Documents for the Rehabilitation of Lift Station # 11, **Bid No. B-08-85**

13. The Contractor may requisition payments for work completed during the project at monthly intervals. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Engineer. Each requisition shall be submitted in quintuplet (5) to the Engineer for approval. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Owner until the project is totally completed as specified and accepted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in quintuplet (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

GOVERNOR CONSTRUCTION, INC
CONTRACTOR

BY Christopher Lacey

BY

PRESIDENT
TITLE

Town of Davie, Florida
Municipal Corporation

RUSSELL MUNIZ
Town Clerk

(Seal)

Gary Shimun
Town Administrator

DATE: _____

WITNESS:

Abul

DATE: 9/2/08

OWNER

ATTEST:

TOM TRUEX
Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

John Rayson
Town Attorney, Town of Davie

Council Approved: _____
Date

Contract Amount: \$ 223,460.75

END OF DOCUMENT

Rehabilitation of Lift Station #11
Document 00500
Page 3 of 3